555, that an invention patented here is not to be defeated by a prior foreign patent, provided nothing has been done which enables one in this country to practice the invention without making experiments. The granting of a patent here is independent of what may have been done abroad, if the article is not in general use by the American public.

RAILROADS—WATCHMAN AT CROSSING—ACCIDENT TO DEAF PERSON—PISKOROWSKI v. DETROIT, G. H. & M. R. R. Co., 80 M. W. 241 (Mich.)—A deaf man walking along a railroad track attempted to cross the same at a street crossing where a flagman was stationed to give warning of the approach of trains. Before starting across he had been hailed by workmen on an approaching hand-car, but failed to hear their call and was injured by the car in consequence. He had no warning from the flagman of the hand-car's approach. *Held*, that no negligence could be imputed to the company because of the flagman's neglect to warn, when he did not know that the injured man was deaf.

This seems to be a strange and not altogether correct decision in view of the general rule that a person injured while crossing a railroad track at a street crossing has a right to rely, as the plaintiff did, on the flagman to give him notice of the approach of trains. Cf. *Richmond* v. *R. R. Co.*, 87 Mich. 374, where plaintiff recovered damages because the necessity of a warning was apparent to the flagman, but he neglected the duty of giving notice of an approaching train.

The fact that the operators of the hand-car gave warning ought not to excuse the flagman from doing the same, for it would seem to be as much his duty to give notice of the approach of a hand-car as to warn persons of an oncoming locomotive or train, and this duty should exist irrespective of whether the men on the hand-car gave notice or not. The placing of flagmen at street crossings in populous districts is an additional safeguard required, besides the warning signals from trains themselves.

RESTRAINT OF TRADE—EXTENT TO WHICH ALLOWED—SADDLERY HARDWARE Co. v. HILLSBORO MILLS, 44 Atl. 300 (N. H.).—Defendant agreed in writing to sell and ship to plaintiff 622 blankets of different styles, at prices specified and "not to sell blankets to anyone else in New York City." There was no limitation as to time. *Held*, the contract being in restraint of trade, is not to be extended by construction beyond the fair and natural import of the language used, and that agreement will continue only for such length of time as will afford the buyer a reasonable opportunity for disposing of the goods in the usual course of trade with the exercise of due diligence.

This principle of construction shows the disfavor in which the law still holds contracts in restraint of trade. As was said in a New York case, *Greenfield* v. *Gilman*, (140 N. Y. 168), "while the law, to a certain extent, tolerates contracts in restraint of trade or business, and will uphold them, they are not to be treated with special indulgence." The same principle was applied in determining the territorial limits in which contracts operated as a restraint in *Smith* v. *Martin*, 80 Ind. 260, and in *Roller* v. *Ott* 14 Kan. 609, it was said provisions of such a contract should not be extended by construction or implication beyond what their terms clearly require. *Harkinson's Appeal*, 78 Pa St. 196, is to the same effect.

SHIPPING—TEST OF MASTER—LIABILITY OF OWNERS—GUTTNER ET AL. v. PACIFIC WHALING Co., 96 Fed. 616.—The masters of two whaling ships, together with natives living on shore, took from an ice-bound vessel, without consent of those in charge, certain provisions. *Held*, that the principle of joint tort feaser does not apply, and that the owners of one of the vessels could only be held liable for the value of such stores taken as were used by his ship, and which it would have been within the scope of the master's employment to secure.